

PREPARED AND RECORDING

REQUESTED BY:

Mark Henrikson

LaSalle Bank N.A.
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801 Adlai Stevenson Drive

Springfield, IL 62703

Phone: (217) 544-5900



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Debtor: TUSCHMAN TRU, L.L.C.

Declarant: Chancery Clerk, De Soto County, MS

P BK 99 PG 346

BK 1761 PG 0617

STATE MS.-DESOTO CO.

FILED

JUL 7 2 13 PM '03

STATE MS.-DESOTO CO.

FILED

JUL 7 2 13 PM '03

BK 99 PG 346
W.E. DAVIS CH. CLK.

BK 1761 PG 617
W.E. DAVIS CH. CLK.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION OF MORTGAGE AND OTHER LOAN DOCUMENTS

This ASSIGNMENT AND ASSUMPTION OF MORTGAGE AND OTHER LOAN DOCUMENTS (this "Assignment") is made and entered into as of DECEMBER 30, 2002, by and between **GREENWICH CAPITAL FINANCIAL PRODUCTS, INC.**, a Delaware corporation having an office at 600 Steamboat Road, Greenwich, CT 06830 ("Assignor"), and the person or entity described on Exhibit B attached hereto ("Assignee").

A. Pursuant to the terms of that certain Promissory Note executed by TUSCHMAN TRU, L.L.C., a Mississippi limited liability company as to an undivided eighty-seven and one-hundred twenty-five one-thousandths percent (87.125%) interest, and TUSCHMAN, L.L.C., a Mississippi limited liability company as to an undivided twelve and eight hundred seventy-five one-thousandths percent (12.875%) interest, as tenants-in-common, whose address is 7670 Woodway Drive, Suite 120, Houston, TX 77063 (collectively "Borrower"), in favor of Assignor, dated as of April 25, 2002 (the "Note"), Assignor made a loan to Borrower in the original principal amount of \$2,460,500 (the "Loan"). The Note is secured by, among other things, (i) that certain Deed of Trust, Assignment of Rents and Security Agreement, dated as of April 25, 2002, executed by Borrower in favor of Assignor, and recorded on April 30, 2002, in the Office of the County Recorder of De Soto County, Mississippi, in Book 1495 at Page 0719 (the "Mortgage"); and (ii) that certain Assignment of Leases and Rents, dated as of April 25, 2002, executed by Borrower in favor of Assignor, and recorded on April 30, 2002 in the Office of the County Recorder of De Soto County, Mississippi, in Book 93 at Page 776 (the "Assignment of Leases"). The Mortgage and Assignment of Leases encumber that certain real property located in the County of De Soto, State of Mississippi, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. The Note, the Mortgage, the Assignment of Leases and the other documents described in the Mortgage as "Loan Documents," as well as all modifications and amendments thereto, are collectively referred to herein as "Loan Documents".

C. Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Loan Documents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Loan Documents, and Assignee hereby accepts such assignment. Assignor hereby delegates to Assignee all of Assignor's obligations under the Loan Documents arising or accruing on or after the date hereof, and Assignee hereby assumes such obligations to the extent arising or accruing on or after the date hereof. The above assignment is made without recourse, representation or warranty.

2. Relation to Mortgage and other Loan Documents. This Assignment modifies and amends the Loan Documents. In the event of any conflict between any provision of this Assignment and any provision of any Loan Document, this Assignment shall control.

3. Governing Law; Fees and Costs. This Assignment shall be interpreted and enforced according to the laws of the State of Mississippi. In any action or proceeding hereunder, the prevailing party shall be entitled to recover from the non-prevailing party or parties its reasonable costs and expenses of such action or proceeding, including reasonable attorneys' fees.

4. Binding on Successors. This Assignment inures to the benefit of and is binding on the parties hereto and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in several counterparts, each of which shall constitute an original, and together shall constitute one Assignment.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Mortgage and other Loan Documents as of the date first written above.

ASSIGNOR:

**GREENWICH CAPITAL FINANCIAL PRODUCTS,
INC., a Delaware corporation**

By: 

Gary E. Swon, Senior Vice President

ASSIGNEE:

LASALLE BANK NATIONAL ASSOCIATION
as TRUSTEE

By: Mark Henrikson

Name: MARK HENRIKSON

Title: VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

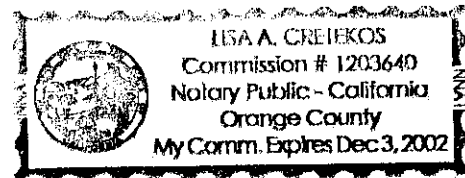
STATE OF CALIFORNIA

COUNTY OF ORANGE

On this 3rd day of December, 2002, before me, Lisa A. Cretekos a Notary Public, personally appeared Gary E. Swon, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lisa A Cretekos
(Signature of Notary Public)



My Commission expires: December 3, 2002

(This area for official seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL A:

Lot 2, Goodman/Horn Lake Subdivision, located in Section 29, Township 1 South, Range 8 West, DeSoto County, Mississippi, as recorded in Plat Book 74, Pages 12-13, in the office of the Chancery Clerk of DeSoto County, Mississippi.

PARCEL B:

Appurtenant easement for ingress and egress as shown on Plat Book 74, Pages 12-13, in the office of the Chancery Clerk of DeSoto County, Mississippi.

PARCEL C:

Appurtenant easements as created under Declaration of Easements with Covenants, Conditions & Restrictions executed by WN Goodman-Horn Lake, LLC dated February 28, 2001, filed on March 5, 2001 and recorded in Book 388, Page 116 in the office of the Chancery Clerk of DeSoto County, Mississippi.

EXHIBIT "B"

ASSIGNEE:

LaSalle Bank National Association, in its capacity as trustee for the registered holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2002-C1, Commercial Mortgage Pass-Through Certificates, Series 2002-C1

ASSIGNEE ADDRESS:

135 S. LaSalle Street, Suite 1625
Chicago, Illinois 60603